

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ener1, Inc		11/16/2011	CORPORATION: FLORIDA
EnerDel, Inc.		11/16/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bzinfm S.A.
<b>Street Address:</b>	20, Rue Jean Senebier
<b>Internal Address:</b>	c/o Budin & Associates CP166
<b>City:</b>	Geneve
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	1211
<b>Entity Type:</b>	S.A.: SWITZERLAND

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85101226	
Serial Number:	85101219	ENERDEL
Serial Number:	85101207	ENER1
Serial Number:	77289586	ENERDEL
Registration Number:	3609561	ENERDEL

**CORRESPONDENCE DATA**

Fax Number: (617)279-8443  
 Phone: 6173105276  
 Email: tuttlet@gtlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Traci Jaye Tuttle  
 Address Line 1: One International Place  
 Address Line 2: c/o Greenberg Traurig LLP

**900209439**

**TRADEMARK  
 REEL: 004678 FRAME: 0042**

**CH \$140.00 85101226**

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

BALOG TJT 116390.010900

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Traci Jaye Tuttle

Signature:

/s/ Traci Jaye Tuttle

Date:

12/13/2011

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 16<sup>th</sup> day of November, 2011, by ENER1, INC., a Florida corporation and ENERDEL, INC., a Delaware corporation (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of Bzinfin S.A., in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) (herein, "**Grantee**"):

### W I T N E S S E T H

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Loan Agreement dated as of November 16, 2011 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**"), providing for a loan to be made to Ener1, Inc. by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 16, 2011 among Grantor, one or more of their affiliates and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Collateral Agreement**"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement and Collateral Agreement. The Loan Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or

future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

**ENERI, INC.**

By *A. Sorokin*  
Its CEO

**ENERDEL, INC.**

By *A. Sorokin*  
Its CEO

Agreed and Accepted  
As of the Date First Written Above

Bzinfin S.A.

By: \_\_\_\_\_  
Name: Patrick T. Bittel  
Title: Attorney-in-Fact

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

**ENER1, INC.**


By \_\_\_\_\_  
Its \_\_\_\_\_

**ENERDEL, INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

Bzinfin S.A.

By:   
Name: Patrick T. Bittel  
Title: Attorney-in-Fact

**Schedule 1**

ENER1  
Trademarks

<b>Serial Number</b>	<b>Description</b>
85101226	design only
85101219	EnerDel
85101207	Ener1

Trademark Applications

ENERDEL  
Trademarks

<b>Serial Number</b>	<b>Description</b>
77289586	Enerdel

Trademark Applications

BOS 46,834,035v2

### Schedule 1

<b>Entity</b>	<b>Patent/Trademark name</b>	<b>Application/Registration/Serial Number</b>
Enerl	Design Logo	85/101,226
Enerl	Design Logo	85/101,226
Enerl	EnerDel and Design	85/101,219
Enerl	Enerl and Design	85/101,207
EnerDel	EnerDel	3,609,561
EnerDel	EnerDel	US PTO Ref No. A0026520
Enerl	EnerDel and Design	85/101,219